

**SECTION A:
REQUEST FOR PROPOSAL
and
LICENSE FOR COIN OPERATED COPYING SERVICES
SOLICITATION NUMBER: 05-1**

Date Issued: February 17, 2005

Issued by: United States Bankruptcy Court 224 South Boulder Ave., Room 105 Tulsa, OK 74103	Address offer to: Sherrie Bridges, Procurement Specialist United States Bankruptcy Court 223 South Boulder Ave., Suite 105 Tulsa, OK 74103

REQUEST FOR PROPOSAL

Proposals in original and 2 copies for furnishing the services herein will be received at the place specified above or hand carried, in the depository located at 224 South Boulder Ave., Room 105, Tulsa, OK 74103 until 4:30 p.m. local time on **March 30, 2005**. CAUTION- Late Submissions, Modifications and Withdrawals; see Section L.1. All proposals are subject to all terms and conditions contained in this solicitation.

For Information Call: Sherrie Bridges

Telephone No: (918) 699-4014

OFFER (Must be fully completed by vendor)

The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if the proposal is accepted by the Government in writing within 120 calendar days after the date that proposals are due

Name and Address of Vendor		Name and Title of Person Authorized To Sign Proposal
TIN:		DUNS:
Telephone No.	Signature	Date of Proposal
Acknowledgment of Amendment: 1. 2.	3. 4. 5.	

AWARD

This revocable, non-exclusive licensing agreement (hereinafter referred to as the "License"), is between the United States Bankruptcy Court (the "Court"), located at 224 South Boulder Ave., Room 105, Tulsa, OK 74103, as administered by Michael L. Williams ("Clerk") and "Vendor". This writing, including all attachments, constitutes the entire agreement and supersedes any and all prior communications and/or agreements, oral or written, between the parties, concerning the subject matter of this License. This License can be amended only by a written instrument executed by both parties.

Name of Contracting Officer	UNITED STATES OF AMERICA (Signature of Contracting Officer)	Award Date
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SECTION B: SERVICES AND PRICES

The Vendor shall charge the public for service under this License, as follows. Only one price will be accepted. The estimated quantity is for the Vendor's use in calculating a price and for the Government's price evaluation and is an **estimate only**. It is **not a** guaranteed minimum or maximum quantity.

PROPOSED PRICE must be **whole** number. **Fractions such as \$.095 cannot be proposed and are unacceptable.**

A. Coin-Operated Copy Charge: *(Price may not exceed \$.50 per page)*

Courthouse Location(s)	Estimated Copies 24 months x	Price per page =	Extended Price: Coin-operated Copies
Tulsa	24,000	\$	\$

Total Proposed Price	\$
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For purposes of evaluation, the TOTAL PROPOSED PRICE shall be determined by multiplying the price by the estimated quantity.

NOTE: See subparagraphs L.3 Proposal Submission Instructions and G.1 Collection of Fees.

SECTION C: STATEMENT OF WORK

C.1 Service and Location. The United States Government is seeking to enter into a license agreement for the provision of copying services to the public, as described below, at the United States Bankruptcy Court, located at the following location 224 South Boulder Ave., Room 105, Tulsa, OK 74103.

C.2 Space and Facilities. Vendors shall be permitted to install copying equipment in courthouse space (the "Premises") designated by the Clerk, which the Government shall provide without recourse to reimbursement by Vendors for space and normal utilization of utilities. Vendors shall obtain prior written authorization from the Clerk to use the space and facilities beyond the hours stated in paragraph G.2., and shall reimburse the Government for any costs incurred for such use. The space may be examined by appointment with the Clerk. The space is provided "as is" and "where is" without warranty of any kind.

Vendors must make all improvements required to the space at the Vendor's own expense prior to commencement of performance. The Vendor shall obtain written authorization from the Clerk for all improvements. Any such improvements, including but not limited to electrical outlets, counters or carpeting, shall remain the property of the Government at the normal conclusion or termination of the license agreement. The Government shall not supply any equipment, folders or paper, supplies, additional electrical outlets, power cabling, or special ventilation.

The Government shall not change money denominations or safe keep funds for Vendors. Vendors shall be responsible for any and all telephone charges incurred.

Vendors shall confine activities on the premises strictly to those necessary for the enjoyment of the privileges hereby agreed to, and shall refrain from marring or impairing the appearance of the Premises, obstructing access thereto, interfering with the transaction of government business and the convenience of the public, jeopardizing the safety of persons or property, or causing justifiable public criticism.

C.3 Equipment. The Vendor shall provide a coin-operated photocopy machine(s) for the provision of copies of court records to the general public. The equipment to be provided shall be equipped with a secure change box capable of accepting coins, one dollar (\$1.00) and five dollar (\$5.00) bills in order to provide copies and change for the public.

The photocopy machine must have a manufacturer's approved rating of no fewer than 1 copies per minute (CPM). This machine must also have a sorter capacity of new fewer than 1 sets per run. Each sorted set must accommodate no fewer than 1 sheets per sorted set. The machine must accommodate both standard and legal size paper.

Vendors must provide a minimum of **1** machine(s). Machines must be owned or leased, operated and supplied by Vendors, who also is responsible for all repairs. Equipment malfunctions will not excuse failure of the Vendor to perform under the terms of this agreement.

Submission of a proposal signifies the Vendor's compliance with the equipment specifications set forth in this section.

C.4 Maintenance and Supplies. Vendors shall be responsible for all costs associated with machine repairs and supplies (for example, toner and paper) and shall be further responsible for the ordering, delivery and storage of all supplies and the installation and removal of all equipment including the coin-operated machine.

The Court will not provide any personnel or supplies for the day-to-day operations of the coin-operated machines. The Vendor shall ensure the machine is operational at all times, or provide an alternative for the public's use in the event any of the equipment is not operational.

C.5 Copy Charges. The Vendor must publicly display, in a conspicuous place, its prices under this license agreement. These prices must be posted at all times. The Vendor is not authorized to impose any charges which are not expressly set forth under the terms of this license agreement. The assessment of any charges, other than those agreed to under the license agreement, may be grounds for immediate termination of this agreement.

A. Coin-Operated Machine Charges - cost per page for each copy made by the public. Under no circumstances may the cost per page exceed the cost limitations mandated by the Judicial Conference of \$.50 per page.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION

NOT APPLICABLE

SECTION F: PERIOD OF PERFORMANCE/DELIVERABLES

F.1 Term of License Agreement. The term of the agreement will be **24 months** from the date of execution. At the expiration of **24 months**, provided this license agreement has not been terminated by either party prior to such time, the license agreement shall have no effect. The agreement may only be extended within the guidelines of Government Procurement Contracts.

F.2 Record of Copying. Vendors shall maintain and submit to the Clerk of the Court, a Report of Orders Received [Attachment J-3]. This is a record of the services provided under the license agreement and shall be furnished to the Clerk on a quarterly basis no later than the 10th day of the first month of the quarter.

SECTION G: LICENSE ADMINISTRATION

G.1 Collection of Fees. Collected fees are not received for the United States and shall be retained by the Vendor. Vendors may not charge any copying fee that exceeds a fee the Clerk could charge under applicable laws and rules of the Judicial Conference of the United States. The Court reserves the right to perform copying services itself, or through any alternative of its choosing.

The Government's responsibility is to ensure that charges for copying are fair and reasonable to the public. The Clerk reserves the right to reject any charges that the Clerk deems to be unreasonable. No fees may be increased without the written consent of both parties.

The installation and maintenance of the coin-operated photocopy machines and the collection of monies for copies shall be entirely the responsibility of the Vendor.

G.2 Hours of Operation-

Business Hours - Vendor's equipment shall be available to the public Monday through Friday, excluding legal holidays and official court closings, during the hours of 8:30 a.m. and 4:30 p.m. to provide services under this agreement.

G.3 Delegation. The Clerk may delegate administration authority under this License in writing to any employee of the Clerk's Office.

G.4 Notice. Any notice required to be given hereunder may be given by registered mail addressed to the party to be served with notice addressed to the Clerk at 224 South Boulder Ave., Room 105, Tulsa, OK 74103, and to the Vendor at _____, or such other address as may be furnished to the Clerk in writing by the Vendor.

G.5 Transfer and Assignment. The Vendor shall not assign or transfer this License, or any interest herein, nor any claim arising hereunder, without written prior approval of the Clerk.

SECTION H: SPECIAL PROVISIONS

H.1 Conduct. In order to perform the requirements of this license, it will be necessary for the Vendor to be on the Court's premises. They will be providing services to the public and all conduct by Vendors may affect the public's opinion of the Court. Therefore, the Vendor is expected to conduct its business in a fashion befitting the Court at all times.

H.2 Revocation/Termination. The Clerk may terminate the license at any time for cause upon the Vendor's failure to comply with any of the terms of the license. Either party may voluntarily terminate the license agreement without cause and without liability for any termination costs, provided that the terminating party delivers to the other party written notice at least thirty (30) days in advance of the termination date. The agreement may also be terminated by the Clerk at any time should a flaw in the contracting process be discovered.

H.3 Laws and Ordinances. In the exercise of any privilege granted by the License, the Vendor shall comply with all applicable state, municipal and local laws, and all applicable laws, rules, orders, regulations and requirements of the United States and its governmental departments and bureaus.

H.4 Expenses. Any cost, expense or liability incurred by the Vendor connected with or in any manner incident to the granting, exercise or relinquishment of this License shall be assumed and discharged by the Vendor.

H.5 Taxes. It is the responsibility of the Vendor to pay all federal, state, local or other taxes, if any, that may result from operations under this License.

H.6 Indemnification. The Vendor expressly agrees to indemnify and save harmless the United States, the Administrative Office of the United States Courts, the Court and their agents and employees, against any and all loss, damage, claim, or liability whatsoever, contributed to or caused by an act or omission of the Vendor and/or its agents or employees, arising from personal injury or death, or damage to property of others, directly or indirectly due to the exercise by the Vendor of the privileges granted by this License, or any other act or omission of the Vendor, including failure to comply with the obligations of this License.

H.7 Vendor not an Agent. The Vendor is not an agent of the United States and is not acting on behalf of the United States in exercising the privileges granted by this License. The Vendor shall not misrepresent this relationship to the public. Any order for copy services in accordance with this License shall constitute an agreement solely between the Vendor and the requestor.

H.8 Advertising. The Vendor agrees to refrain from referring to the License in commercial advertising, press releases or related materials in such a manner as to state or imply that any product or service provided under this License is endorsed or preferred by the Government, or any office or employee thereof, or is considered by the Government to be superior to any other product or service.

SECTION I - LIST OF ATTACHMENTS

I-1 Reference Form

I-2 Report of Orders Form

I-1 References:

COURT (see L.3.d):_____

Address:_____

Contact Person:_____

Phone:_____

COURT: _____

Address:_____

Contact Person:_____

Phone:_____

[use additional sheets if necessary]

PRIVATE (see L.3e):

1) Company Name:_____

Address:_____

Contact Person:_____

Phone:_____

2) Company Name:_____

Address:_____

Contact Person:_____

Phone:_____

3) Company Name:_____

Address:_____

Contact Person:_____

Phone:_____

I-2

REPORT OF ORDERS RECEIVED

The Vendor shall submit the following information to the Clerk of Court on a quarterly basis in accordance with the statement of work contained in the RFP.

Month and Year - _____

<u>Quantity Service</u> <u>Ordered</u>	<u>Rate</u>	<u>End of Quarter Total</u>
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_____ Coin-Operated Copies _____ per page = \$ _____

SECTION J: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

J.1 Service of Protest

(a) Protests that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Clerk of Court (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

United States Bankruptcy Court
224 South Boulder Ave., Room 105
Tulsa, OK 74103

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

J.2 Instructions to Offerors--Competitive Acquisition

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation

designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(ii)(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part, for any purpose other than to evaluate this proposal. If, however, a copy center license agreement is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting copy center license agreement. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) License Agreement Award.

(1) The Government intends to award a copy center license agreement resulting from this solicitation to the responsible offeror whose technically acceptable proposal provides the lowest price to the Government in compliance with the requirements of solicitation including section B.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a copy center license agreement without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more copy center license agreement line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding copy center license agreement without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

J.3 Proposal Submission Instructions

(a) Proposals sent through the U.S. Postal Service are to be addressed to and submitted directly to the following office:

United States Bankruptcy Court
Attn: Sherrie Bridges
224 South Boulder Ave., Room 105
Tulsa, OK 74103

- (a) Offerors shall provide all Federal court references, if available, using form I-1, for whom the offeror has provided coin operated copying machine services for a Federal Court under an agreement. Provide the court name and address for each reference, as well as a contact person and phone number for whom coin-operated machine services were provided. The referenced persons may be contacted as well as other members of the court administrative staff. The Government reserves the right to contact any court and consider the information provided concerning the offeror's performance and experience.
- (b) Offerors shall provide three private references, if available, using form I-1, for whom the offeror has provided coin operated copying machine services identified in this RFP within the past three years. Provide the name and address for each reference, as well as a contact person and phone number for whom coin-operated machine services were provided. The referenced persons may be contacted. The Government reserves the right to contact any reference and consider the information provided concerning the offeror's performance and experience.
- (c) Each prospective offeror submitting a proposal in response to this solicitation is required to submit:
 - (i) Section A, Request For Proposal and License for Copying Services Form, properly executed.
 - (ii) Section B, Schedule of Prices
 - (iii) Attachment I-1, Reference Form, and

J.4 Proposal Acceptance Period

Prospective offerors attention is directed to the Request For Proposal Cover Page which states that the Government has 120 calendar days from the date proposals are due to accept a proposal and award a copy center license agreement.

J.5 Responsibility of Prospective Contractors

Offers will be considered only from responsible prospective contractors who--

- (a) Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (b) Have a satisfactory performance record;
- (c) Have a satisfactory record of integrity and business ethics;
- (d) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- (e) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- (f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION K: EVALUATION

K.1 Basis of Award

Award of a copy center license agreement will be made to the single, responsive, responsible offeror whose technically acceptable proposal provides the lowest price to the Government in compliance with the requirements of solicitation including section B. Any offeror deemed non-responsible shall be determined ineligible for award. Failure to disclose court references where the offeror has performed copying and related services for any Federal Court may result in a determination of non-responsibility and the offeror will be ineligible for award.

K.1.1 TECHNICAL ACCEPTABILITY

A technically acceptable proposal is one which satisfies all requirements of the solicitation with no exceptions. Technically acceptable proposals must include all prices in section B, and be signed by the offeror.

K.2 DETERMINATION OF RESPONSIBILITY

A Determination of Responsibility, as defined in FAR 9.104-1, shall be made on the apparent successful offeror prior to copy center license agreement award. Should the prospective Contractor be found non-responsible, that offeror shall be rejected and will receive no further consideration for award. In the event a Contractor is rejected based on a determination of non-responsibility, a determination shall be made on the next apparent successful offeror.